

Banner
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S.E. Corner
2nd Floor

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KATIE L. DIXON
SHERIFF, SALT LAKE COUNTY, UTAH
SHERIFFS NATIONAL OFFICE
SALT LAKE COUNTY, UTAH . DEPUTY

LEO G. BATEMAN and WILFORD J. ROBINSON, Grantors
(hereinafter "Grantors"), for a consideration
of Ten Dollars and other good and valuable consideration,

I

Hereby CONVEY AND WARRANT to NORTHPOINT FUR & RECLAMATION CO., A Utah Corporation, Grantee (hereinafter "Grantee"), the following-described tract of land located in Salt Lake County, State of Utah, to-wit:

Beginning at the East quarter corner of Section 6, Township 1 North, Range 1 West, Salt Lake Base and Meridian, running thence S 0° 29' 44" W 790.51 feet along the East line of said Section 6; thence N 51° 11' 54" W 110.81 feet along the centerline of an existing road; thence N 41° 40' 32" W 286.82 feet along the centerline of an existing road; thence S 2° 00' 52" E 80.37 feet along the centerline of an existing road; thence S 31° 26' 44" W 65.86 feet along the centerline of an existing road; thence S 45° 02' 28" W 214.27 feet along the centerline of an existing road; thence S 47° 07' 33" W 132.24 feet along the centerline of an existing road; thence S 54° 22' 50" W 294.67 feet along the centerline of an existing road; thence S 53° 09' 01" W 245.96 feet along the centerline of an existing road; thence S 59° 02' 17" W 67.72 feet along the centerline of an existing road; thence S 36° 17' 43" W 26.32 feet along the centerline of an existing road, thence S 80° 42' 09" W 7.99 feet along an existing fence line; thence S 73° 13' 23" W 254.53 feet along an existing fence line; thence N 0° 25' 05" E 1316.55 feet along the West line of the East half of the Southeast quarter of said Section 6; thence N 89° 12' 42" E 1316.085 feet along the North line of the East half of the Southeast quarter of said Section 6 to the point of beginning.

Contains 28.653 acres more or less.

II

Said Grantors, for the above-mentioned consideration, also hereby convey to the Grantee, without warranty, the following described water rights, which are a part of those evidenced by WUC 59-3371, State Engineer's Proposed Determination of Water Rights in Utah Lake and Jordan River Drainage Area, Code No. 59, Book No. 1, dated June 1975, pages 259 and 260:

(1) In Category #2a: 34.92% of the flow of 0.215 cfs to

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be used on 8.71 acres in the NE1/4SE1/4, Sec. 6, T1N, R1W, SLB&M.

(2) In Category #2b: 34.92% of the flow of 0.097 cfs to be used on 2.03 acres in the NE1/4SE1/4, Sec. 6, T1N, R1W, SLB&M.

(3) In Category #2b and #3: 34.92% of the flow of 0.122 cfs to be used on 1.27 acres in the NE1/4SE1/4, Sec. 6, T1N, R1W, SL&M.

(4) Stockwatering right for 5 cattle.

Together with existing easements for the use of the water right herein conveyed to Grantees, which easements are also conveyed without warranty.

III

(1) Together with non-exclusive right to use all easements reserved by grantors in that certain Corrected Warranty Deed (hereinafter "Corrected Warranty Deed"), recorded in the office of the Salt Lake County recorder on the 26th day of April, 1993, at Book 6646, Page 790, which are appurtenant to the tract described in paragraph I above (including, but not limited to, the non-exclusive right to use the Existing Road, the gate and the road between the Existing Road and the gate, as referred to in the first sentence of paragraph IV of said Corrected Warranty Deed (together with the non-exclusive right to use any and all other existing easements) for ingress to and egress from the tract described in paragraph I above, including the right to joint use of the said gate (and subject to the obligation to jointly maintain the said gate and subject to the obligation to keep the same locked when not in use) with the owner from time to time and the heirs, successors and assigns of such owner (hereinafter collectively referred to herein as "Owner") of the tract described in paragraph III(2).

(2) The tract referred to in paragraph III(1) above is located in Salt Lake County, Utah and is described as follows, to-wit:

Beginning at a point S 0° 29' 44" W 790.51 feet along the Section line from the East quarter corner of Section 6, Township 1 North, Range 1 West, Salt Lake Base and Meridian, running thence S 0° 29' 44" W 1093.56 feet along said section line; thence N 25° 35' 53" W 21.12 feet along an existing fence line; thence N 58° 56' 39" W 884.95 feet along an existing fence line; thence N 59° 03' 05" W 215.78 feet along an existing fence line; thence N 68° 30' 24" W 105.57 feet along an existing fence line; thence S 81° 23' 44" W 7.26 feet along an existing fence line; thence N 36° 17' 43" E 26.32 feet

along the centerline of an existing road; thence N 59° 02' 17" E 67.72 feet along the centerline of an existing road; thence N 53° 09' 03" E 245.96 feet along the centerline of an existing road; thence N 54° 22' 50" E 294.67 feet along the centerline of an existing road; thence N 47° 07' 33" E 132.24 feet along the centerline of an existing road; thence 45° 02' 28" E 214.27 feet along the centerline of an existing road; thence N 31° 26' 44" E 65.86 feet along the centerline of an existing road; thence N 2° 00' 52" W 80.37 feet along the centerline of an existing road; thence S 41° 40' 32" E 286.82 feet along the centerline of an existing road; thence S 51° 11' 54" E 110.81 feet along the centerline of an existing road to the point of beginning.

Containing 16.48 acres, more or less.

(3) Excluding from this conveyance the right to obtain the key (as that right was reserved or otherwise referred to in the foregoing Corrected Warranty Deed or as it otherwise exists) to the lock for the gate located at or about 3200 West and 3300 North, Salt Lake County, Utah, where the said Existing Roadway connects with the public roadway.

IV

(1) Grantors hereby convey to Grantee all of their right, title and interest in and to that portion of said fence which constitutes the south boundary of the property described in paragraph I above, subject to the obligations assumed by grantors in said Corrected Warranty Deed as they relate to said portion of the said fence, which obligations Grantee assumes.

(2) This conveyance includes an undivided one-half (1/2) interest in the right to change the location of said gate referred to and reserved in the first sentence of paragraph IV of said Corrected Warranty Deed and excludes the other one-half (1/2) interest in such right, and it is expressly agreed between Grantors and Grantees that the right to change the location of the said gate, as reserved in said Corrected Warranty Deed, shall only be exercised with the joint consent of Grantee, its successors and assigns, as owners of the tract described in paragraph I above, and the Owner as defined in paragraph III(1) above, as owner of the tract described in paragraph III(2) above, and in the absence of such mutual agreement, the location of said gate shall not be changed.

(1) The northwest and northeast boundaries of the tract described in paragraph III(2) above constitute a part of the southerly boundary of the tract described in paragraph I above, and also constitute the centerline of existing roadways, and it is intended that the Owner as defined in paragraph III(1) above, as owner of the tract described in paragraph III(2) above, and Grantee, and its successors and assigns, as owners of the tract described in paragraph I above shall have the joint right to use said roadways for ingress to and egress from their respective properties as described in said paragraph I and said paragraph III(2) and, to accomplish the foregoing, this conveyance is made subject to and together with an easement extending 14 feet on each side of the following described centerline, to-wit:

(2) The point of beginning of said centerline is described as follows:

Beginning at a point S 0° 29' 44" W 790.51 feet along the Section line from the East quarter corner of Section 6, Township 1 North, Range 1 West, Salt Lake Base and Meridian, running thence S 0° 29' 44" W 1093.56 feet along said Section line; thence N 25° 35' 53" W 21.12 feet along an existing fence line; thence N 58° 56' 39" W 884.95 feet along an existing fence line; thence N 59° 03' 05" W 215.78 feet along an existing fence line; thence N 68° 30' 24" W 105.57 feet along an existing fence line; thence S 81° 23' 44" W 7.26 feet along an existing fence line.

(3) From said point of beginning, the said centerline is described as follows:

Running thence N 36° 17' 43" E 26.32 feet along the centerline of an existing road; thence N 59° 02' 17" E 67.72 feet along the centerline of an existing road; thence N 53° 09' 03" E 245.96 feet along the centerline of an existing road; thence N 54° 22' 50" E 294.67 feet along the centerline of an existing road; thence N 47° 07' 33" E 132.24 feet along the centerline of an existing road; thence 45° 02' 28" E 214.27 feet along the centerline of an existing road; thence N 31° 26' 44" E 65.86 feet along the centerline of an existing road; thence N 2° 00' 52" W 80.37 feet along the centerline of an existing road; thence S 41° 40' 32" E 286.82 feet along the centerline of an existing road; thence S 51° 11' 54" E 110.81 feet along the centerline of an existing road.

(4) Grantee and the Owner as defined in paragraph III(1) above shall share equally the costs of maintenance of said roadways, except for the roadway along the last two calls of said centerline, and as to said portion of the roadway (last two calls of said centerline), shall share equally between them any maintenance expenses which are attributable to them, it appearing that third party(s) also have a right-of-way over said segment of the said roadways. The obligation of maintenance as set forth in the paragraph V(4) is subject to prior review and approval by both parties of the work required.

VI

(1) A portion of the tract described in paragraph III(2) consists of a pond (hereinafter "Pond"), and the outlet to said Pond is located at or near the northwest boundary of said Pond. Grantees are, by this conveyance, granted the right to erect at their sole expense a new water control structure along said outlet at or about its intersection with the common roadway described in paragraph V(3) above, which structure will enable the level of the Pond located on the tract referred to in paragraph III(2) above to be set at varying levels to insure that both Grantee and Owner as defined in paragraph III(1) above both receive their respective water rights and to assist the Grantee and Owner to maintain adequate Pond water level and circulation to prevent stagnation and sediment build-up. After the said structure is built, Grantee and Owner shall share equally in the maintenance of said structure, and shall have an equal voice in its operation. The provisions of this paragraph VI are not intended to add to or detract from the water rights or water easement rights of Grantee or Owner (including any water rights or water easements conveyed by this deed, and any and all other water rights of the parties), but rather such provisions are intended only to assist in the more efficient use of said water rights. In the event of any dispute regarding the use of said structure, the water master will be asked to arbitrate any such dispute, however, if he refuses to do so, or if Grantee or Owner do not mutually accept his recommendation, then either Grantee and Owner shall thereafter be free to seek such recourse as the law allows. Grantee is granted the right to enter upon that portion of the tract described in paragraph III(2) above, which is adjacent to said water control structure for the purpose of performing necessary drainage, cleanup or other maintenance relating to said water control structure, and the conveyance is subject to the right of Owner as defined in paragraph III(1) above to enter upon that portion of the tract described in paragraph I above which is adjacent to said water control structure for the purpose of performing necessary drainage, cleanup or other maintenance relating to said water control structure. For purposes of this paragraph VI(1) the term "adjacent" shall mean the area within a

50-foot radius of the center of said water control structure.

(2) It is understood that to the extent Grantors are able to grant such right, Grantees shall have, without warranty, the right to convey the water rights which are presently vested in Grantee, whether they be shares of stock, shares of water in any reservoir, ditch or irrigation association or company that in any manner entitle Grantee to water for irrigation, domestic purposes or hunting purposes (including any water rights conveyed in paragraph II above) across and through the aforesaid Pond, provided that Grantors' water rights and property rights are not interfered with, and provided that the water rights and property rights of third persons are not violated.

VII

The following are exceptions to any and all covenants and warranties contained in this Deed:

A. The property is conveyed "as is" and without warranty as to physical condition, zoning matters and building code compliance.

B. This conveyance is subject to restrictions, reservations, covenants and conditions of record; to easements and rights-of-way of record or visible on the said property; to existing fence lines, if any, running along or near to the described boundaries of the said property, and to general taxes after 1993. And without in any way limiting the foregoing provisions as set forth in this paragraph VII B, this conveyance is in its entirety made subject to all covenants and restrictions as contained in the aforesaid Corrected Warranty Deed, all of which covenants and restrictions Grantee assumes and with which Grantee agrees to comply. This deed is also subject to the covenants and restrictions contained in that certain warranty deed vesting title in Grantors to the properties covered by this deed, which deed was recorded in the office of the Salt Lake County Recorder on the 14 day of Oct, 1993, at 5602 #, Page 3-372. *All covenants made between the parties to this deed, as set forth in this deed, shall constitute covenants which run with the land and are binding upon Grantors and Grantees and their respective heirs, successors and assigns.

C. No representations or warranties are made with regard to the availability to Grantees of sewer connection (or other sanitary service), culinary or other water, electricity or natural gas, or telephone service, nor as to whether the subject property is within or without any city or other political, service or

utility area or jurisdiction.

Ref WITNESS, the hands of said Grantors this 12 day of Oct, 1993.

Leo G. Bateman
LEO G. BATEMAN, Grantor

Wilford J. Robinson
WILFORD J. ROBINSON, Grantor

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was duly acknowledged before me this 12 day of Oct, 1993, by LEO G. BATEMAN and WILFORD W. ROBINSON, Grantors.

Alfred J. Newman
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

1/20/97

